

City of Alexandria, Virginia

2-10-04

MEMORANDUM

DATE: FEBRUARY 5, 2004

TO: THE HONORABLE MAYOR AND MEMBERS OF CITY COUNCIL

FROM: PHILIP SUNDERLAND, CITY MANAGER *ps*

SUBJECT: CONSIDERATION OF AMENDING THE LEASE FOR THE TORPEDO FACTORY ARTS CENTER WITH THE TORPEDO FACTORY ARTISTS' ASSOCIATION AND EXTENDING THE LEASE FOR A PERIOD OF FIVE YEARS

ISSUE: Consideration of a lease amendment between the Torpedo Factory Artists' Association and the City of Alexandria. The proposed lease amendment will extend the term of the existing lease for five years with minor modifications.

RECOMMENDATION: That City Council authorize the City Manager to execute, on behalf of the City, and to deliver the lease amendment, in substantially the form presented to the Council with such changes as are approved by the City Manager and the City Attorney. The execution of these documents by the City Manager shall constitute conclusive evidence of his approval, and that of the City Attorney, of any and all changes from the documents made available to the City Council.

BACKGROUND: The City's relationship with the Torpedo Factory Artists' Association (TFAA) dates back to the 1970s with the successful development of a public/private partnership that created an important cultural facility and tourist attraction. After the City purchased the Torpedo Factory building in 1998, the City and TFAA entered into a five-year lease agreement for 47,450 square feet of that facility. During the term of the lease, the TFAA has met its lease obligations and is not in default with the terms and conditions contained in the lease.

The Torpedo Factory Artists' Association subleases space to 142 juried artists in 84 studios. There are also five cooperative juried galleries exhibiting over 1,000 artists' work annually. Artists desiring to display their Art and lease studio space in the Torpedo Factory are selected in an independent jurying process. All artists working in fine arts and fine crafts are eligible upon bringing six pieces of their artwork, a completed application and \$50 fee.

The work is juried by a 3-person panel of jurors comprised of highly qualified professional artists, curators, teachers, museum directors and others, who are independent of the Torpedo

Factory. The panel only reviews the **work** of the artist, having no direct interface with the artist. The jury seeks artwork that meets the highest standards of professionalism and promise. On average, 52 artists submit their work for review and eleven new artists are accepted annually. Attached is a copy of the turnover and demographics profile of the current group of artists and background information on the selection process for March 2004.

DISCUSSION: The proposed lease amendment will extend the lease term for five years with annual increases of one-half the Consumer Price Index. The current rent is \$2.83 per square foot or \$134,284 annually. The new rent will be \$2.97 per square foot or \$140,940 annually. The rental rate is derived from a calculation of amortized costs to the City for purchasing the building, interest on the bonds issued to finance the purchase of the Torpedo Factory, and amortized as well as planned interior capital improvements. Base rent also includes the City's estimated share of maintenance expenses and payment in lieu of real estate taxes. Costs are prorated with the TFAA paying 62% (representing the space it occupies) and the City paying 38% (representing the offices of Alexandria Archaeology and public space). The City is responsible for exterior capital improvements.

The results of this calculation are that the TFAA is covering 100% of the City's costs for the TFAA leased space plus an annual partial inflationary adjustment. The TFAA is responsible for the costs of their pro rata share of the utilities, general maintenance and upkeep of the interior of the facility (including the public areas), janitorial services, and security.

The primary changes in the five-year lease extension, compared to the existing lease, include:

- (1) increase in the rental rate to reflect actual and projected costs,
- (2) shift in the utility billing to TFAA from a lump sum estimate to an actual bill amount. This will create an energy conservation incentive for the TFAA,
- (3) the right of first refusal for the City to use the Torpedo Factory on December 31st of each year in order that the Torpedo Factory can serve as a First Night venue. While the lease extension with this change had not been executed as of last New Year's Eve, the TFAA allowed the City to reserve the Torpedo Factory for First Night use (with First Night covering costs) in 2003, and
- (4) clarification of capital and maintenance responsibilities between the City and the TFAA.

FISCAL IMPACT: The proposed lease amendment, in comparison to the prior lease, has no negative fiscal impact to the City, as the lease rate will increase from \$2.83 to \$2.97 plus annual inflationary increases. The annual base rent of \$140,940, with estimated inflationary-related increases, will result in total collections of about \$726,000 over the five-year period of the lease extension.

ATTACHMENTS:

Attachment 1. Proposed lease amendment and exhibits

Attachment 2. Current Torpedo Factory lease and previously approved amendments

Attachment 3. Information on Torpedo Factory Artists demographics

Attachment 4. Application process

STAFF:

Peter Geiling, Deputy Director, Department of General Services

Jill Applebaum, Assistant City Attorney

PROPOSED
FOURTH AMENDMENT TO LEASE

THIS FOURTH AMENDMENT TO LEASE (the "Amendment") is entered into as of the 31st day of December, 2003, by and between the CITY OF ALEXANDRIA, a municipal corporation of Virginia (the "Lessor"), and TORPEDO FACTORY ARTISTS' ASSOCIATION, a non-stock corporation organized under the laws of the Commonwealth of Virginia (the "Lessee").

RECITALS

R-1. Lessor and Lessee have previously entered into that certain Lease dated as of September 1, 1998, as amended by First Amendment to Lease dated as of September 1, 1998, and as further amended by Second Amendment to Lease dated as of December 31, 1999, and Third Amendment to Lease dated as of December 31, 2000 (collectively, the "Lease"), pursuant to which Lessor agreed to lease to Lessee, and Lessee agreed to rent from Lessor, certain real property located in the City of Alexandria, and more particularly described in the Lease (the "Premises").

R-2. Lessor and Lessee now desire to amend the Lease in certain respects.

AMENDMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. Recitals. The recitals set forth above are incorporated herein by this reference for all purposes.
2. Term. The term of the Lease is extended until December 31, 2008.
3. Adjustment of the Rental Rate. Effective January 1, 2004, section III of the Lease is deleted in its entirety, and the following is inserted in its place:

Lessee shall pay to Lessor during the term of this lease a monthly rental, payable in advance on the first day of each month, without demand, counterclaim, set-off, deduction or defense. The monthly rental shall be one-twelfth of the annual rental. The annual rental shall be calculated by multiplying the number of square feet of the leased premises (47,450) by the annual rental rate per square foot, as defined below:

A. The annual rental rate for the period commencing January 1, 2004, through and including December 31, 2004, is **\$2.97** per square foot, adjusted in accordance with subparagraph (B) below.

B. The rental rate for each calendar year shall be adjusted by one-half of the increase in the Consumer Price Index for the Washington Statistical Metropolitan Area (CPI-U-DC), as published by the Bureau of Labor Statistics, United States Department of Labor. For calendar year 2004, such adjustment shall be based on the difference between the index reported for September 2002 and the index reported for September 2003. For calendar years 2005 through 2008, such adjustment shall be determined utilizing the September to September indexes.

4. Public Areas. The last paragraph of section VI of the Lease is deleted in its entirety, and the following is inserted in its place:

Lessee agrees that Lessor shall be entitled to schedule through Lessee not more than four (4) events per year in the public areas, outside of normal working hours, at no charge by Lessee, and on such dates and at such times as shall be mutually agreeable to Lessee and Lessor and which will not conflict with any event otherwise scheduled by Lessee. Notwithstanding anything to the contrary contained herein, Lessor, at its option, may designate December 31 of each year during the term as a date on which an event will be scheduled by Lessor or its designee, provided it makes such designation at least six (6) months prior to the date designated.

5. Repairs and Maintenance.

(a) Section VII of the Lease is deleted in its entirety and the following is inserted in its place:

A. Lessee shall be responsible for maintaining the leased premises and the public areas in good repair and in proper condition in accordance with the assignments designated in Exhibit D, "Torpedo Factory Maintenance Responsibilities" (which is attached hereto and made a part hereof); provided, however, Lessor shall have such responsibilities for the repair and maintenance of the building as are set forth in subparagraph (C), below.

B. Lessee shall be responsible for all building security, including maintenance of the building security systems and the posting of appropriate security personnel, as determined to be necessary by the Lessee. Lessee shall permit Lessor to access the building (including the leased premises) after normal working hours as otherwise permitted by the terms of this lease, and shall

provide to Lessor such security passes as are necessary for Lessor to enter the building after normal working hours.

C. Lessor shall be responsible for repair and maintenance of the building in accordance with the assignments designated in Exhibit D, "Torpedo Factory Maintenance Responsibilities." Lessor shall appoint a single point of contact to respond to all such requests for repairs and maintenance, including emergency repairs, during the lease term, and shall ensure that all emergency and other contacts are responded to promptly. Lessee shall also appoint a point of contact to communicate all such requests to Lessor. Notwithstanding the foregoing, Lessor shall have no obligation to upgrade the building supply electrical or plumbing systems, but will reasonably consider any written request of Lessee for an upgrade, provided any such upgrade shall be completed at Lessee's expense.

D. For each item listed in Exhibit D, the responsible party, as identified in Exhibit D, shall provide all of the labor, tools and materials, at its sole cost, to perform and complete the identified work. The responsible party shall further ensure that all such work is completed in a good and workmanlike manner and in compliance with all applicable codes and regulations.

(b) Exhibit D attached to this Amendment is incorporated in and made a part of the Lease.

6. Utilities. Effective January 1, 2004, subsection (B) of section IX of the Lease is deleted in its entirety, and the following is inserted in its place:

B. Lessee shall reimburse Lessor for the Lessee's share of all such utility expenses. The parties hereby agree that Lessee's share is sixty-two percent (62%) of the actual utility expenses incurred by Lessor during the lease term. In order to provide for Lessee's reimbursement, the parties agree that Lessor, upon receipt of an invoice from any utility provider, shall forward a copy of such invoice to Lessee, together with a statement of the amount due from Lessee based on such invoice and this Paragraph (B). Lessor will endeavor to deliver each invoice and such statement within fifteen (15) days of receipt from the utility provider. Lessor shall take reasonable care to avoid charging for utility use outside the building ("outside utility use"); but, in the event that Lessor does so, Lessee shall have no liability for any outside utility use. Lessee shall pay Lessor the amount set forth in the statement delivered by Lessor within ten (10) days of receipt of such

statement. All sums due from Lessee shall constitute "rent" and, if Lessee fails to pay same, Lessor shall be entitled to the same remedies for failure to pay monthly rent. Lessee shall have the right, on a quarterly basis, to inspect documentation pertaining to meter readings for outside utility use (sub-meter readings) during the prior quarter. At that time, Lessor shall make adjustments for discrepancies in outside utility charges, if any. Lessee's obligations incurred during its occupancy of the building under this Paragraph (B) shall survive expiration or earlier termination of the term of this lease.

7. Sublease. The third sentence of Section XIV of the Lease is deleted in its entirety and the following is inserted in its place:

No sublease may extend beyond the term of this lease, except on a month-to-month basis, where Lessee remains in possession of the leased premises and Lessee's obligations remain pursuant to Section XXII of the lease.

8. Defined Terms. Defined terms used herein shall have the same meaning as contained in the Lease unless a different meaning is provided in this Amendment.

9. Ratification. Except as specified herein, all other terms of the Lease are unchanged and remain in full force and effect.

10. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized representatives.

LESSOR:

CITY OF ALEXANDRIA,
a Municipal Corporation of Virginia

Date

By: _____
Philip Sunderland, City Manager

LESSEE:

TORPEDO FACTORY ARTISTS'
ASSOCIATION

Date

By: _____
Sue Lynch, President

APPROVED AS TO FORM:

fourth

Torpedo Factory Maintenance Responsibilities “EXHIBIT D”

ITEMS	Clean, Adjust, Service & Inspect	Repair	Replace
1. Janitorial Services	TFAA	--	--
Public Restrooms			
All Supplies	TFAA	TFAA	TFAA
Towel Dispensers	TFAA	TFAA	TFAA
Tissue & Paper Dispensers	TFAA	TFAA	TFAA
Soap Dispensers	TFAA	TFAA	TFAA
Public Areas	TFAA	TFAA	TFAA
Archeology	City	City	City
2. Security System	TFAA	TFAA	TFAA
3. Structure			
Exterior finishes	City	City	City
Exterior vents & flues	City	City	City
Structural integrity	City	City	City
Concrete floors	City	City	City
Exterior damage not tenant related	City	City	City
4. Doors & Windows			
Interior (non-mechanical)	TFAA	TFAA	TFAA
Interior (mechanical)	City	City	City
Exterior (all)	City	City	City
Studio/office locks	TFAA	TFAA	TFAA
Exterior locks	City	City	City
Blinds/Shades	TFAA	TFAA	City
5. Ceilings (Structural)			
Studio	City TFAA	City TFAA	City TFAA
6. Mechanical Equipment			
HVAC	City	City	City
Fans/motors/pumps	City	City	City
Exhaust System and ducts	TFAA	TFAA	City
7. Elevators	City	City	City
8. Flood Gates	City	City	City
9. Electrical			
Building Supply	City	City	City
Electric Panels	TFAA	TFAA	City
Switches & breakers	TFAA	TFAA	TFAA
Indoor ballasts*	TFAA	TFAA	TFAA
Indoor lamps & tubes	TFAA	TFAA	TFAA
Outdoor ballast & lamps	City	City	City
Wiring and outlets	TFAA	TFAA	TFAA

10. Security System	TFAA	TFAA	TFAA
11. Fire Alarm	City	City	City
12. Painting Exterior Studio facade & corridor partitions	City TFAA	City TFAA	City TFAA
13. Carpet, vinyl tile, stair treads	TFAA	TFAA	TFAA
14. Garage door	City	City	City
15. Telephone Equipment	TFAA	TFAA	TFAA
16. Signs & Banners Indoor Outdoor	TFAA TFAA	TFAA **City	TFAA **City /TFAA
17. Roof/Waterproofing Gutters, drains, downspouts Roof and flashing Exterior walls & foundations Caulking Storm water drainage	City City City City City	City City City City City	City City City City City
18. Plumbing Pipes & drains inside building Pipes & drains outside building Sinks, basins, & water fountains** Sewer stoppage inside building Sewer stoppage outside bldg. Main water service Toilets**	TFAA City TFAA TFAA City City City City TFAA	TFAA City TFAA TFAA City City City City TFAA	TFAA City TFAA TFAA City City City City City
19. Bay Scale	TFAA	TFAA	TFAA
20. Kitchen & related equipment	TFAA	TFAA	TFAA

* TFAA is responsible for purchasing and maintaining banners. City will install banners and maintain poles.

** City is responsible for capital replacement of fixtures in conjunction with any major renovation or non-cosmetic equipment upgrade. City will not be responsible for replacement of equipment damaged due to the gross neglect of the Lessee, its employees, agents, and sublessees.

CURRENT
THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE (the "Amendment") is entered into as of the 31st day of December, 2000, by and between the CITY OF ALEXANDRIA, a municipal corporation of the Commonwealth of Virginia (the "Lessor"), and TORPEDO FACTORY ARTISTS' ASSOCIATION, a non-stock corporation organized under the laws of the Commonwealth of Virginia (the "Lessee").

RECITALS

R-1. Lessor and Lessee have previously entered into that certain Lease dated as of September 1, 1998, as amended by First Amendment to Lease dated as of September 1, 1998, and as further amended by Second Amendment to Lease dated as of December 31, 1999 (collectively, the "Lease"), pursuant to which Lessor agreed to lease to Lessee, and Lessee agreed to rent from Lessor, certain real property located in the City of Alexandria, and more particularly described in the Lease (the "Premises").

R-2. Lessor and Lessee now desire to amend the Lease in certain respects.

AMENDMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. Recitals. The recitals set forth above are incorporated herein by this reference for all purposes.

2. Adjustment of the Rental Rate.

(a) The annual rental rate for the period commencing January 1, 2001, through and including December 31, 2001, calculated in accordance with subsection (C)(2) of section III of the Lease, including an adjustment based on the increase in the consumer price index, is \$2.75 per square foot. Rent shall be payable in equal monthly installments of \$10,874.00 per month.

(b) Effective January 1, 2002, subsection (C)(2) of section III of the Lease is deleted in its entirety, and the following is inserted in its place:

2. Adjustments to rental during the renewal term.

The rental rate for calendar years 2002 and 2003 shall be adjusted by one-half of the increase in the Consumer Price Index for the Washington Statistical Metropolitan Area (CPI-U-DC), as published by the Bureau of Labor Statistics, United States Department of Labor. For calendar year 2002, such adjustment shall be based on the

difference between the index reported for September 2000 and the index reported for September 2001. For calendar year 2003, such adjustment shall also be determined utilizing the September to September indexes.

3. Rent Credit. Notwithstanding anything to the contrary contained in the Lease, Lessor hereby grants to Lessee a credit for rent paid during calendar year 2000 in the amount of \$2,373.00. Such credit shall be applied toward the payment of rent due under the Lease subsequent to December 31, 2000.

4. Adjustment of the Utility Rate. The utility rate for calendar year 2001, calculated in accordance with subsection (B)(2) of the Lease, shall be \$1.38 per square foot, or \$5,456.75 per month.

5. Reconciliation of the Utility Expenses. Notwithstanding anything to the contrary contained in the Lease, Lessor and Lessee agree that there shall be no further reconciliation of Lessee's reimbursement to Landlord of utility expenses, as otherwise required under subsection (B) of section IX of the Lease, for any period prior to December 31, 2000. Therefore, Lessee shall not be further credited for any overpayment or charged for any underpayment of utility expenses attributable to any period prior to December 31, 2000. The "utility rate" shall continue to be determined in accordance with subsection (B) for calendar year 2000, and each remaining year of the term thereafter, and a reconciliation of Lessee's reimbursement to Landlord of utility expenses shall be made in accordance with subsection (B) for calendar year 2001, and each remaining year of the term thereafter.

6. Defined Terms. Defined terms used herein shall have the same meaning as contained in the Lease unless a different meaning is provided in this Amendment.

7. Ratification. Except as specified herein, all other terms of the Lease are unchanged and remain in full force and effect.

8. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized representatives.

LESSOR:

CITY OF ALEXANDRIA

4/3/01

Date

By: 

Philip Sunderland, City Manager

LESSEE:

TORPEDO FACTORY ARTISTS'
ASSOCIATION

3/26/01
Date

By: Sue Lynch
Sue Lynch, President

APPROVED AS TO FORM:

Steven L. Rosenberg
Steven L. Rosenberg,
Senior Assistant City Attorney

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE (the "Amendment") is entered into as of the 31st day of December, 1999, by and between the CITY OF ALEXANDRIA, a municipal corporation of the Commonwealth of Virginia (the "Lessor"), and TORPEDO FACTORY ARTISTS' ASSOCIATION, a non-stock corporation organized under the laws of the Commonwealth of Virginia (the "Lessee").

RECITALS

R-1. Lessor and Lessee have previously entered into that certain Lease dated as of September 1, 1998, as amended by First Amendment to Lease dated as of September 1, 1998 (collectively, the "Lease"), pursuant to which Lessor agreed to lease to Lessee, and Lessee agreed to rent from Lessor, certain real property located in the City of Alexandria, and more particularly described in the Lease (the "Premises").

R-2. Lessor and Lessee now desire to amend the Lease in certain respects.

AMENDMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. Recitals. The recitals set forth above are incorporated herein by this reference for all purposes.

2. Term. The term of the Lease is extended until December 31, 2003.

3. Adjustment of the 1998-1999 Rental Rate.

(a) The rental rate for the initial term of the Lease, recalculated in accordance with subsection (C)(1) of section III of the Lease, is \$10,874.00 per month.

(b) Based on the monthly rent of \$12,574.25 paid by Lessee during the initial term of the Lease, pursuant to subsection (A) of section III of the Lease, Lessee is entitled to a credit for each month during the initial term in the amount of \$1,700.25, for an aggregate credit for the initial term in the amount of \$27,204.00. Such credit shall be applied toward the payment of rent due under the Lease subsequent to December 31, 1999.

4. Adjustment of the 2000 Rental Rate. The rental rate for the period commencing January 1, 2000, through and including December 31, 2000, calculated in accordance with subsection (C)(2) of the Lease, including an adjustment based on the increase in the consumer price index, is \$10,992.58 per month.

5. Adjustment of the Utility Rate.

(a) The utility rate for the initial term of the Lease, recalculated in accordance with subsection (B) of section IX of the Lease, is \$5,180.00 per month.

(b) Based on the monthly additional rent of \$6,716.67 paid by Lessee during the initial term of the Lease, pursuant to subsection (B) of section IX of the Lease, on account of Lessee's share of utility expenses, Lessee is entitled to a credit for each month during the initial term in the amount of \$1,536.67, for an aggregate credit for the initial term in the amount of \$24,587.00. Such credit shall be applied toward the payment of additional rent due under the Lease subsequent to December 31, 1999.

6. Defined Terms. Defined terms used herein shall have the same meaning as contained in the Lease unless a different meaning is provided in this Amendment.

7. Ratification. Except as specified herein, all other terms of the Lease are unchanged and remain in full force and effect.

8. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized representatives.

LESSOR:

CITY OF ALEXANDRIA

Beverly C. Steele

By: Deputy City Manager

For: Vola Lawson, City Manager

12/29/99
Date

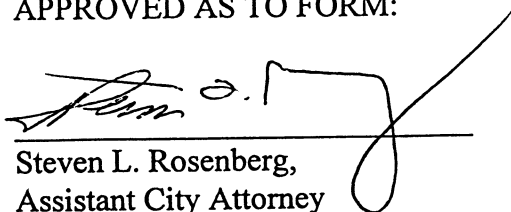
LESSEE:

TORPEDO FACTORY ARTISTS'
ASSOCIATION

By: Sue Lynch
Sue Lynch, President

12/29/99
Date

APPROVED AS TO FORM:



Steven L. Rosenberg,
Assistant City Attorney

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (the "Amendment") is entered into as of the 1st day of September, 1998, by and between the CITY OF ALEXANDRIA, a municipal corporation of the Commonwealth of Virginia (the "Lessor"), and TORPEDO FACTORY ARTISTS' ASSOCIATION, a non-stock corporation organized under the laws of the Commonwealth of Virginia (the "Lessee").

RECITALS

R-1. Lessor and Lessee have previously entered into that certain Lease dated of even date herewith (the "Lease"), pursuant to which Lessor agreed to lease to Lessee, and Lessee agreed to rent from Lessor, certain real property located in the City of Alexandria, and more particularly described in the Lease (the "Premises").

R-2. Lessor and Lessee now desire to amend the Lease in certain respects.

AMENDMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. Recitals. The recitals set forth above are incorporated herein by this reference for all purposes.

2. Utilities. The fourth sentence of section IX(B) of the Lease is deleted in its entirety and the following is inserted in its place:

For the initial term commencing September 1, 1998, and continuing through December 31, 1999, the parties have estimated that utility expense to be an annual sum of \$80,600 or an additional \$1.6986 per square foot per year.

3. Defined Terms. Defined terms used herein shall have the same meaning as contained in the Lease unless a different meaning is provided in this Amendment.

4. Ratification. Except as specified herein, all other terms of the Lease are unchanged and remain in full force and effect.

5. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized representatives.

LESSOR:

CITY OF ALEXANDRIA

10-21-98
Date

By: Vola Lawson
Vola Lawson, City Manager

LESSEE:

TORPEDO FACTORY ARTISTS'
ASSOCIATION

10/14/98
Date

By: Penelope C. Barringer
Penelope C. Barringer, President

APPROVED AS TO FORM:

Steven L. Rosenberg
Steven L. Rosenberg,
Assistant City Attorney

TORPEDO FACTORY ART CENTER LEASE

THIS LEASE is made effective as of the 1st day of September, 1998, by and between THE CITY OF ALEXANDRIA, a municipal corporation of the Commonwealth of Virginia (hereinafter referred to as "Lessor") and the TORPEDO FACTORY ARTISTS' ASSOCIATION, INC., a non-stock corporation organized under the laws of the Commonwealth of Virginia (hereinafter referred to as "Lessee").

WITNESSETH:

WHEREAS, the Lessee was organized to operate a non-profit art center in Alexandria, Virginia, known as the Torpedo Factory Art Center, in cooperation with the government of Alexandria, where the artists representing all disciplines of visual arts (for the purposes of this lease defined as fine arts and fine crafts) will be afforded studios in which the public shall have an opportunity to observe and discuss the working process with the goal of enhancing the public's art appreciation and education, as set forth in Lessee's constitution; and

WHEREAS, the Lessor has developed approximately 47,450 square feet of working space for professional visual artists, cooperative galleries, a full-time art school, a kiln room and offices for Lessee located within the Torpedo Factory Art Center (collectively referred to herein as the "leased premises"); and

WHEREAS, Lessor has determined that it would be in the best interests of the public, the city government and the various artists, who will occupy the Torpedo Factory Art Center as sublessees, to lease the leased premises to the Lessee.

NOW, THEREFORE, the parties hereto do mutually covenant and agree as follows:

I. DESCRIPTION OF LEASEHOLD

Lessor hereby leases to Lessee, and Lessee leases from Lessor, that portion of the Torpedo Factory Art Center indicated on the final floor plan as actually constructed, attached hereto as Exhibit A and previously herein defined as the leased premises, consisting of approximately 47,450 square feet of usable floor space. The actual usable floor space shall be determined per Exhibit A. In calculating the amount of usable floor space of the leased premises, measurements shall be made to the center of corridor partitions. The balance of the floor space in the Torpedo Factory Art Center shall be deemed "public areas" and shall remain under the control and operation of Lessor, subject to the provisions of Paragraph VI (B), below. Lessor shall grant to Lessee and its sublessees, their agents, customers and all invitees, including members of the general public, the non-exclusive right, in common with the Lessor and all others to whom Lessor has or may grant rights, to use such public areas, subject to such reasonable restrictions as the Lessor shall from time to time specifically promulgate in writing. Without limiting the generality of the foregoing, Lessor guarantees to Lessee, its sublessees, their agents, customers and all invitees and the general public access to the leased premises via public areas without application of any fee or charge during all normal working hours, as defined in

Paragraph VI(A) herein. Lessor further guarantees to Lessee and its sublessees access to the leased premises, without application of any fee or charge, during the hours of 6:00 A.M. to 1:00 A.M. of each day, except for New Year's Day, Easter, the Fourth of July, Thanksgiving Day and Christmas Day. Nothing in the foregoing shall require Lessor to provide heating or air conditioning either before 9:00 A.M. or after 9:30 P.M.

II. TERM

This lease shall commence on the 1st day of September, 1998, and shall continue until the 31st day of December, 1999. Provided that the Lessee is not in default under this lease, Lessor agrees to extend this lease for an additional four year "renewal term" commencing on the 1st day of January, 2000, and continuing through and including the 31st day of December, 2003. Upon the expiration or earlier termination of this lease, Lessee shall vacate and surrender the leased premises to Lessor in good order, broom clean and in the same condition as at the beginning of the term, reasonable wear and tear excepted. Lessee shall remove its fixtures, furniture and personal property from the leased premises.

III. RENT

Lessee shall pay to Lessor during the term of this lease a monthly rental, payable in advance on the first day of each month, without demand, counterclaim, set-off, deduction or defense. The monthly rental shall be one-twelfth of the annual rental. The annual rental shall be calculated by multiplying the number of square feet of the leased premises (47,450) by the annual rental rate per square foot, as defined below:

A. September 1, 1998, to December 31, 1999, an estimated rate of \$3.18 per square foot. The actual rental rate shall be calculated and an appropriate adjustment made in December, 1999, in accordance with Paragraph (C)(1), below.

B. From January 1, 2000, through the end of the renewal term, the adjusted rental rate per square foot as determined in accordance with Paragraph (C)(2), below.

C. Adjustments to rental rate.

1. Adjustment of the 1998-1999 rental rate. On or before December 1, 1999, the Lessor shall recalculate the 1998-1999 rental rate based upon the following factors (each of which was used to calculate the estimated rate of \$3.18 per square foot):

a. one-twentieth of the net additional cost incurred by the Lessor to repurchase the Torpedo Factory Art Center. The net additional cost to the Lessor is estimated to be \$1,975,250.

b. one-twentieth of the amount equal to sixty-two percent (62%) of the interest on such net additional cost incurred by the Lessor to repurchase the Torpedo Factory Art Center, at an assumed interest rate of six percent (6%).

c. one-twentieth of the capital improvement costs incurred, and projected to be incurred during the initial term and the renewal term, by Lessor to improve the leased premises (excluding any repairs or capital improvements to the exterior of the building and any debt service on such exterior repairs or improvements). The aggregate amount estimated at the time of lease execution for the initial term and the renewal term is \$747,200.

d. Lessor's annual costs for building maintenance from September 1, 1998, through August 31, 1999. The amount estimated at the time of lease execution is \$40,000 per year for city staff directly involved in building maintenance and materials costs.

e. foregone real property tax revenues attributable to the Torpedo Factory Art Center building, which have totaled and which will be capped at \$40,000 annually, less the leasehold tax to be paid by the Lessee. The amount estimated at the time of lease execution is \$40,000, less \$9,000 for the first full calendar year.

The actual and projected expenditures, as applicable, shall be determined prior to December 1, 1999, and Lessor shall determine, in the exercise of its reasonable discretion, the adjusted rental rate for the initial term of this lease. To determine the adjusted rental rate, Lessor shall (i) divide the sum of the actual and projected expenditures determined under subparagraphs (a) through (e) above by the total square footage of the building (76,000 square feet), and (ii) multiply the resultant quotient by the usable floor space of the leased premises (47,450 square feet). If the adjusted rental rate is higher than the estimated rental rate, Lessee shall be billed for the difference and shall be permitted to pay the amount due in six (6) equal monthly installments. If the adjusted rental rate is lower than the estimated rental rate, Lessor shall grant Lessee a credit for excess rental payments, which may be used to offset rental due in the renewal term until such credit is fully consumed.

2. Adjustments to rental during the renewal term.

a. The rental rate for the calendar year 2000 and each calendar year thereafter shall be recalculated to reflect the following factors:

(1. one-twentieth of the net additional cost incurred by the Lessor to repurchase the Torpedo Factory Art Center;

(2. one-twentieth of the amount equal to sixty-two percent (62%) of the actual true interest costs (as compared to the amount determined based on the assumed interest rate of 6%) on the general obligation bonds issued by the Lessor in fiscal year 1999, attributable to an amount equal to the net additional cost to repurchase the Torpedo Factory Art Center;

(3. the actual staff time and materials costs for building maintenance, based on the actual expenses incurred over a 12 month period (for calendar year 2000, the 12 month period commencing September 1, 1998, and ending August 31, 1999, and for each calendar year thereafter the immediately preceding twelve month period from September 1 through August 31);

(4. one-twentieth of the capital improvement costs incurred, and projected to be incurred during the initial term and the renewal term, by Lessor to improve the leased premises (excluding any repairs or capital improvements to the exterior of the building and any debt service on such exterior repairs or improvements); and

(5. foregone real property tax revenue attributable to the building, subject to the cap on the total real property tax of \$40,000, less the leasehold tax to be paid by the Lessee.

b. Subsequent to the adjustments made under subparagraph (a) above, the rental rate for calendar years 2000 through and including 2003 shall be further adjusted by one-half of the increase in the Consumer Price Index for the Washington Statistical Metropolitan Area (CPI-U-DC), as published by the Bureau of Labor Statistics, United States Department of Labor. For calendar year 2000, such adjustment shall be based on the difference between the index reported for September 1998 and the index reported for November 1999. For calendar years 2001 through 2003, such adjustment shall be determined utilizing the November to November indexes.

IV. NOTICE OF CHANGE OF RENTAL RATE

Not less than sixty (60) days prior to January 1, 2000, and at least sixty (60) days prior to the first day of each calendar year thereafter during the term of this lease, or as soon as possible thereafter, Lessor shall notify Lessee of the rental rate to be paid during the ensuing year.

V. USE OF PREMISES

Lessee shall use the leased premises in accordance with the principles set forth in Lessee's articles of incorporation and bylaws, attached hereto as Exhibit B. Lessee agrees that it shall not modify its use of the leased premises without the prior written approval of Lessor. Lessee shall use the leased premises solely for the purpose of providing professional working space for visual artists, cooperative membership galleries and a full-time art school, and for providing information services on visual arts. Lessor shall have the right to establish, after consultation with Lessee, rules governing the use of leased premises by Lessee and its sublessees in order to ensure compliance with public laws, ordinances, and regulations and to protect the leased premises, public areas and the public health and safety. In furtherance of this provision, Lessor shall have the right to regulate and to prohibit potentially hazardous processes, the use and storage of potentially hazardous materials and supplies and to protect public areas and the

leased premises, and the public health and safety, by regulating and prohibiting the use of types of machinery or equipment. Failure by Lessee or its sublessees to comply with such rules shall constitute a default under this lease.

VI. PUBLIC AREAS

A. Except as otherwise provided, Lessee and its sublessees shall refrain from blocking or interfering with the public areas and shall operate within the leased premises. Lessor agrees to provide to Lessee, without charge, use of the janitor's storeroom, kitchen, a facility for a public information center and a gallery in the public areas. Unless Lessor shall have first obtained the written consent of Lessee, which consent shall not be unreasonably withheld, conditioned or delayed, Lessor shall not authorize or schedule any use of the public areas during normal working hours (defined as between 10:00 A.M. and 5:00 P.M. except for New Year's Day, Easter, Fourth of July, Thanksgiving and Christmas Day) if said use could reasonably be expected to interfere with the usual functions conducted within leased premises.

B. Special Functions Outside of Normal Working Hours. Except as otherwise provided herein, Lessor hereby grants to Lessee the exclusive right to schedule events to take place in public areas outside normal working hours. Except as otherwise provided herein, net income derived by Lessee from such events shall be collected by and remain the property of Lessee.

Lessee agrees that Lessor shall be entitled to schedule through Lessee not more than four (4) events per year in the public areas, outside of normal working hours, at no charge by Lessee, and on such dates and at such times as shall be mutually agreeable to Lessee and Lessor and which will not conflict with any event otherwise scheduled by Lessee.

VII. REPAIRS AND MAINTENANCE

A. Lessee shall be responsible for maintaining the leased premises and the public areas in good repair and in proper condition; provided, however, Lessor shall have such responsibilities for the repair and maintenance of the building as are set forth in subparagraph (C), below. Lessee shall ensure that all repairs, replacements and maintenance performed by or on behalf of Lessee are completed in a good and workmanlike manner and comply with all applicable codes and regulations. Lessee shall be responsible for all janitorial services and supplies, including, without limitation, the provision of housekeeping supplies and paper products for public restrooms, and for the building, excluding, however, the premises occupied by the city's archeology program.

B. Lessee shall be responsible for all building security, including maintenance of the building security systems and the posting of appropriate security personnel, as determined to be necessary by the Lessee. Lessee shall permit Lessor to access the building (including the leased premises) after normal working hours as otherwise permitted by the terms of this lease, and shall provide to Lessor such security passes as are necessary for Lessor to enter the building after normal working hours.

C. Lessor shall be responsible for repairing and maintaining the building structure, external walls, ceilings, mechanical equipment (including HVAC equipment), building supply electrical and plumbing systems (defined as those portions of the electrical and plumbing systems which connect to the interior building supplies), the elevator, the floodgates and other major systems at the Torpedo Factory Art Center. Lessor shall appoint a single point of contact to respond to all requests for repairs, including emergency repairs, during the lease term, and shall ensure that all emergency and other contacts are responded to promptly. Lessee shall also appoint a point of contact to communicate all such requests to Lessor. Notwithstanding the foregoing, Lessor shall have no obligation to upgrade the building supply electrical or plumbing systems, but will reasonably consider any written request of Lessee for an upgrade, provided any such upgrade shall be completed at Lessee's expense.

VIII . IMPROVEMENTS

A. IMPROVEMENT OF LEASED SPACE BY LESSEE

After receiving written permission from Lessor, which shall not be unreasonably withheld, Lessee may improve all interiors of the leased premises to conform with the permitted use, provided that all such improvements shall be performed in a good and workmanlike manner, and in compliance with all applicable codes, ordinances, regulations and the "Design Criteria Manual For The Torpedo Factory," written by Robert B. Smith.

B. CAPITAL IMPROVEMENTS BY LESSOR

Lessor acknowledges that substantial improvements must be made to the interior and exterior of the Torpedo Factory Art Center and that the base rental has been calculated to take into account the costs of such maintenance and improvements. Lessor shall at least annually provide to Lessee a listing of all planned and anticipated capital improvement projects for the Torpedo Factory Art Center and shall consult with Lessee in determining the priority and scheduling of such projects. Lessor shall schedule a meeting with Lessee to review such listing within 90 days of the commencement of this lease and of the commencement of each subsequent lease year, said meeting to include representatives of Lessee and Lessor's general services and budget departments, as well as other interested city departments. Lessor acknowledges that Lessee is more familiar with the needs of the sublessees in the leased premises and general public with respect to the facility and will, in good faith, consider all suggestions as to schedule, priority, quality and appearance presented by the Lessee; provided, however, Lessor shall have no obligation to accept such suggestions or to make specific capital improvements to the building or the leased premises. Lessor shall, within 30 days of the commencement of each lease year, and thereafter as often as is necessary, provide Lessee with a written schedule of capital improvements and maintenance for the coming lease year.

Lessee shall have the right to maintain its own list of needed capital maintenance and repairs and shall present the same to Lessor on a regular basis. Lessee may further propose improvements, renovations and repairs for the Torpedo Factory Art Center which would be

performed at the Lessee's expense. Lessor agrees that it shall not unreasonably refuse, or condition its approval of, Lessee's requests to make such improvements.

In the event that any mechanic's lien is filed against the leased premises as a result of any services or labor provided, or materials furnished, by or on Lessee's behalf, or claimed to have been provided by or on Lessee's behalf, Lessee shall (i) immediately notify Lessor of such lien, and (ii) within ten (10) calendar days after the filing of any such lien, discharge and cancel such lien of record by payment or bonding in accordance with the laws of the Commonwealth of Virginia, all at Lessee's sole cost and expense.

IX. UTILITIES

A. Except as otherwise provided by this Paragraph and provided Lessee is not in default under the terms of this lease, Lessor shall provide utilities for heating, ventilation, and cooling, lighting, electricity and water for the entire building, including the leased premises and the public areas. Heating, ventilation and cooling need be provided only between 9:00 A.M. and 9:30 P.M. and lighting between 6:00 A.M. and midnight (except for those days on which a special function has been scheduled, in which event such utilities shall be provided until the conclusion of such special function), excluding those holidays specified in Paragraph I herein. Lessor may require, as a condition for granting permission to Lessee or sublessee(s) to install or operate special equipment such as kilns or welding equipment in the leased premises, that Lessee or sublessee(s) enter into a written agreement to reimburse Lessor for the estimated or measured cost of utility services for such equipment. Unless due to the gross negligence or willful misconduct of Lessor, Lessor shall not be liable to Lessee for damages arising in connection with a failure to furnish, or any cessation or interruption of, the services Lessor has agreed to provide in this lease. In such event, Lessor shall undertake good faith efforts to restore, or arrange for the restoration of, any such services.

B. Lessee shall reimburse Lessor for the Lessee's share of all such utility expenses. The parties hereby agree that Lessee's share is sixty-two percent (62%) of the actual utility expenses incurred by Lessor during the lease term. In order to provide for Lessee's reimbursement, the parties agree that Lessee shall pay on a monthly basis, as additional rental, a sum calculated to equal sixty-two percent (62%) of the actual utility expenses. For the initial term commencing September 1, 1998, and continuing through December 31, 1999, the parties have estimated that utility expense to be an annual sum of \$80,665 or an additional \$1.70 per square foot per year. The Lessor shall, at the end of the initial term (and annually thereafter), determine the actual utility expense incurred over a set period of twelve months (for the period September 1, 1998, through August 31, 1999), and shall thereupon determine the "utility rate" for the next succeeding lease year. In addition, Lessor shall determine if the estimated payment received during the initial term or the preceding lease year, as applicable, was more or less than the actual utility expenses. In the event the "utility rate" is less than the actual utility expenses, Lessee shall be billed for the additional charge necessary to fully pay the actual utility expenses. In the event the "utility rate" is greater than the actual utility expenses, the Lessor shall grant a dollar for dollar credit to Lessee for the total amount of the overpayment, which Lessee may use

to offset rental and additional rental due thereafter. In the final lease year, any such credit shall be refunded directly to Lessee.

X. LESSOR RIGHT OF ACCESS

Lessor and its representatives may enter and inspect the leased premises whenever such premises is open to the public and may otherwise enter, at reasonable times and upon reasonable notice, for the purpose of inspecting the leased premises, or performing any work or maintenance necessary to the leased premises or the areas beyond the top of the interior partitions. In the event of emergency, Lessor may enter the leased premises without notice, solely in order to deal with such emergency.

XI. DEFAULT AND REMEDIES

In the event of Lessee's default in the performance of any of its obligations hereunder, including rental obligations, which default has not been cured within 30 days following written notice of same, then Lessor may terminate this lease by delivery of written notice thereof to Lessee, in which event Lessee shall vacate and surrender the leased premises. Lessor shall be entitled to exercise any and all other rights and remedies now or hereafter available at law or in equity. All past due payments of rental shall bear interest from the due date until paid at the rate of ten percent (10%); provided, however, the interest sought to be imposed shall not exceed the maximum rate permitted under federal law or under the laws of the Commonwealth of Virginia.

XII. CASUALTY AND CONDEMNATION

A. In the event of damage by fire or other casualty to the building in which the leased premises is located, if the damage is so extensive as to amount practically to the total destruction of the leased premises or of such building, this lease shall terminate and the rental shall be apportioned to the time of damage. In all other cases where the leased premises is damaged by fire or other casualty, Lessor shall repair the damage with all due dispatch, and if the damage has rendered the leased premises untenable, in whole or in part, there shall be an apportionment of the rental until the damage has been repaired. However, if the damage is the fault of Lessee or any sublessees, then the Lessee or any such sublessee shall either make the necessary repairs or reimburse the Lessor the cost of making such repairs and there shall be no apportionment of rental. All insurance proceeds shall be paid by the insurance company directly to Lessor.

B. In the event that all or any portion of the leased premises is taken or condemned by condemnation or conveyance in lieu thereof ("condemnation"), and Lessee is unable to conduct its business in the remainder of the leased premises, as reasonably determined by Lessor, the term of this lease shall cease, and this lease shall terminate on the earlier of the date the condemning authority takes possession or the date title vests in the condemning authority. In the event of such termination, the rental shall be apportioned as of the date of such termination. All compensation awarded or paid upon a condemnation of any portion of the building shall belong to and be the property of Lessor without participation by Lessee.

XIII. INSURANCE AND INDEMNIFICATION

Lessor shall maintain fire and other casualty insurance insuring the building in which the leased premises is located, in sufficient sum to cover any and all repairs as required above. At its option, Lessor may elect to self-insure the building. Unless caused by Lessor's gross negligence, Lessor shall not be liable for any damage, destruction or loss of additional tenant improvements or the contents of leased premises. Lessee agrees to indemnify, defend and hold Lessor harmless from and against all claims, causes of action, demands or suits, and costs and expenses, resulting from Lessee's or its sublessees' acts or omissions in conducting or causing to be conducted uses of the leased premises. Lessee shall secure and maintain general liability insurance for the building which shall be issued by a good and solvent insurance company licensed to do business in the Commonwealth of Virginia and shall provide liability coverage of Two Million Dollars (\$2,000,000.00) per occurrence for personal injury and/or property damage. The Lessor shall be named an additional insured in such policy, and the policy shall provide for forty-five (45) day notice to Lessor of cancellation, non-renewal or change in the insurance coverages. Prior to commencement of the lease term, Lessee shall submit to Lessor evidence of said general liability insurance. Said liability insurance for the leased premises may be in addition to, or as an override of, liability insurance carried by sublessees and submitted as evidence to Lessor.

Lessee shall further be required to carry Directors and Officers Indemnity or other similar insurance and fine arts insurance for the Target Gallery in amounts to be determined by the Lessee and approved by the Lessor.

XIV. SUBLEASE

Provided Lessee is not in default under this lease, subject to Lessee obtaining Lessor's prior written approval of the terms, conditions, and form of the sublease agreement(s), which approval shall not be unreasonably withheld, Lessee may sublease the leased premises to any "approved sublessee." Said sublease agreement(s) shall include Lessee's rules and regulations and a statement of standards and practices. No sublease may extend beyond the term of this lease. For the purposes of this lease, the term "approved sublessee" shall mean an artist representing a discipline of visual arts (fine arts or fine crafts), who meets one or both of the following criteria:

A. Any current (as of the commencement date of this lease) occupant of a studio or other space in the Torpedo Factory Art Center.

B. Any person who is approved by Lessee for admission based upon the approval of a review panel operating under rules for the jurying process, a copy of which is attached hereto and made a part hereof as Exhibit C.

In no event shall Lessee assign this lease without Lessor's prior written consent, and any attempted assignment in violation of this provision shall be void. The consent by Lessor to any

sublease or assignment shall not be construed as a waiver or release of Lessee from the terms of this lease.

XV. ARBITRATION

Any disagreement between the parties with respect to the interpretation or application of this lease or the obligations of Lessor or Lessee hereunder pursuant to this lease shall be determined by arbitration. Such arbitration shall be conducted, upon request of Lessor or Lessee, by an arbitrator designated by the American Arbitration Association and in accordance with the rules of such Association. The arbitrator shall make his award in strict conformity with such rules and shall have no authority to depart from or change any provision of this lease. The expense of arbitration shall be borne equally by Lessor and Lessee.

XVI. NOTICES

All notices required hereby shall be sent to the address designated below, unless changed by written notice.

FOR LESSOR:

CITY MANAGER
301 King Street
Alexandria, Virginia 22314

FOR LESSEE:

TORPEDO FACTORY ARTISTS'
ASSOCIATION, INC.
105 North Union Street
Alexandria, Virginia 22314

XVII. SPECIAL PROVISIONS

A. MAINTENANCE OF STUDIO AND CORRIDOR PARTITIONS

Lessee shall, annually and at its expense, provide all labor and expertise necessary to paint the exterior facade of the studio and corridor partitions. Such painting shall be subject to the terms of Paragraph VIII(A), above.

B. INFORMATION CENTER

The management of the Information Center located in the Torpedo Factory Art Center shall be the responsibility of the Lessee. The Information Center shall primarily function to promote the Torpedo Factory Art Center and the artists therein, but shall additionally promote other city businesses, attractions and activities of interest to the public and visitors. Lessee agrees to operate the Information Center to provide, at a minimum, such services as are described in that certain Memorandum dated May 12, 1998, from Lori Godwin to Richard Wohltman, identified by subject as "REVISED AGREEMENT REGARDING THE CALCULATION OF THE RENTAL RATE FOR THE TORPEDO FACTORY ARTS CENTER UPON THE CITY'S REPURCHASE OF THE FACILITY."

XVIII. ENTIRE AGREEMENT

This lease contains the entire agreement between the parties and cannot be changed orally, but only by an agreement in writing, signed by both parties. If any term or provision of this lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this lease, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this lease shall be valid and be enforced to the fullest extent permitted by law.

XXI. SITUS

This Lease shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Virginia.

XXII. SURVIVAL

Lessee's obligations contained in this lease shall survive the termination or expiration of this lease.

IN WITNESS WHEREOF, the parties have executed this lease on the 20th day of August, 1998.

ATTEST:

CITY OF ALEXANDRIA (LESSOR)

Susan K. Seagraves
City Clerk, Deputy

By: Michael R. Klaus, Asst. City Manager
Volodymyr City Manager

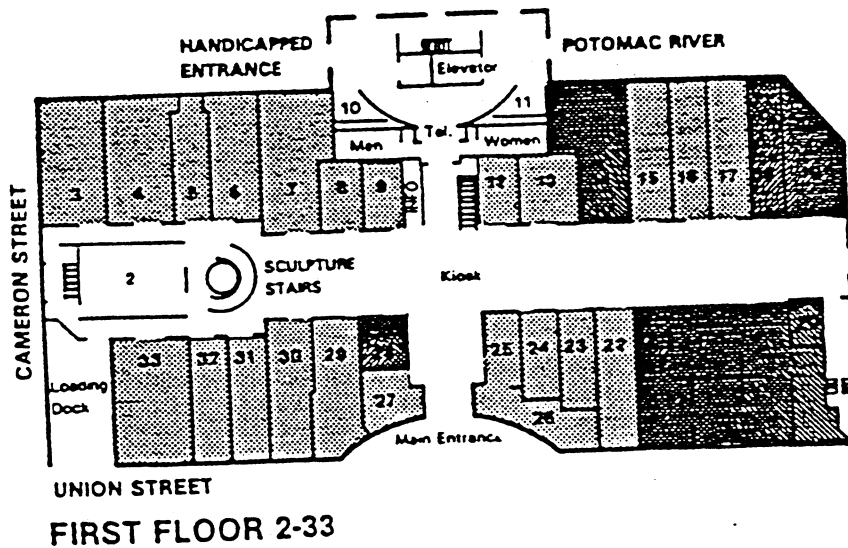
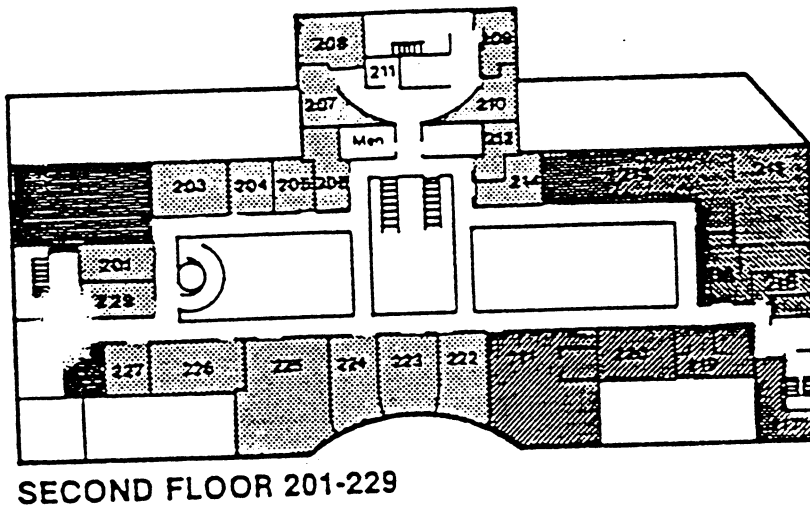
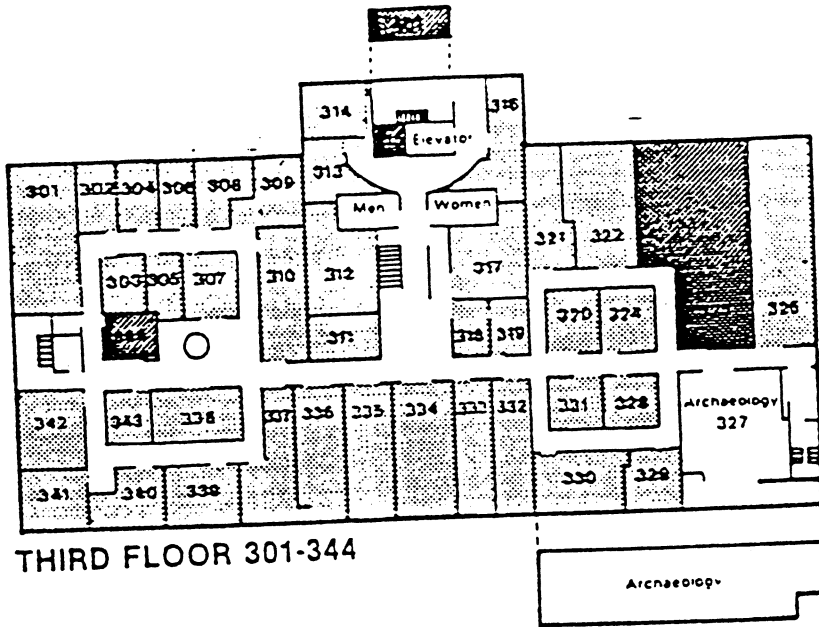
TORPEDO FACTORY ARTISTS'
ASSOCIATION, INC. (LESSEE)

By: Penelope C. Barringer
President

APPROVED AS TO FORM:

Timothy
Assistant City Attorney

EXHIBIT A



The shaded areas represent the space the TFMA rents from the City of Alexandria. (The TFMA rents 47,450 sq. ft. of the 76,000 sq. ft. Art Center)

- Individual and Group Studios
- Galleries, Workshops, Classrooms, and Office Space

FLOOR PLANS OF THE TORPEDO FACTORY ART CENTER
12/2/93

171
ARTICLES OF INCORPORATION
OF
TORPEDO FACTORY ARTISTS' ASSOCIATION

We hereby associate to form a non-stock corporation under the provisions of Chapter 2 of Title 13.1 of the Code of Virginia and to that end set forth the following:

(a) The name of the corporation is Torpedo Factory Artists' Association.

(b) The corporation is organized exclusively for charitable, educational and literary purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1954; specifically, to operate a non-profit art center in Alexandria, Virginia, in cooperation with the Government of that City, where artists representing all disciplines will be afforded studios in which to work and where the public will have an opportunity to observe them with the ultimate aim of advancing the arts and improving public art education and appreciation.

(c) No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to any individual member, trustee, officer or other private person, except that the corporation shall be authorized and empowered to make reasonable compensation for services rendered. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law) or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law). Upon the dissolution of the corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation to the City of Alexandria.

(d) Each artist, gallery and member of a workshop holding a lease of space in the art center will be a member of the Torpedo Factory Artists' Association and will have one vote.

New members shall be selected by the Board of Directors and must fit one of the above-listed membership classes.

(e) The directors of the corporation are to be elected by the membership annually at a meeting of the corporation to be held no later than May 31 of each year.

(f) The post office address of the initial registered office is 101 North Union Street, Alexandria, Virginia 22314. The name of the city in which the initial registered office is located is Alexandria. The name of the corporation's registered agent is Marge Alderson who is a resident of Virginia and who is a director of the corporation and whose business office is the same as that of the registered office of the corporation.

(g) The number of directors constituting the initial Board of Directors is 10 and the names and addresses of the persons who are to serve as the initial directors are:

<u>Name</u>	<u>Address</u>
Betty Rice Seim, Chairman	517 Monticelo Boulevard Alexandria, Virginia 22305
Mary Ann Stevens, Vice Chairman	6913 Ashbury Drive Springfield, Virginia 22150
Marge Alderson, Director	30 West Glendale Avenue Alexandria, Virginia 22301
Ruth McMullen, Director	Quarters "O", U.S. Navy Yard Washington, D. C. 20390
Ellen Glasgow, Director	5415 Montgomery Street Springfield, Virginia 22151
Pat Roberts Director	2236 40th Street N.W., Apt. 2 Washington, D. C. 20007
Ann Duncan, Director	204 South Royal Street Alexandria, Virginia 22314
Liz Emmett, Director	9203 Locksley Road Oxen Hill, Maryland 20022
Christine Parson, Director	1377 Massachusetts Avenue, S.E. Washington, D. C. 20003
Roddy McLean, Director	4032 Oxford Street Annandale, Virginia 22003

Dated: June 15, 1976

Betty Rice Seim
BETTY RICE SEIM

Mary Ann Stevens
MARY ANN STEVENS

Marge Alderson
MARGE ALDERSON

Incorporators

BOOK

63 491

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND,

June 25, 1976

The accompanying articles having been delivered to the State Corporation Commission on behalf of

Torpedo Factory Artists' Association

and the Commission having found that the articles comply with the requirements of law and that all required fees have been paid, it is

ORDERED that this CERTIFICATE OF INCORPORATION be issued, and that this order, together with the articles, be admitted to record in the office of the Commission; and that the corporation have the authority conferred on it by law in accordance with the articles, subject to the conditions and restrictions imposed by law.

Upon the completion of such recordation, this order and the articles shall be forwarded for recordation in the office of the clerk of the Circuit Court, City of Alexandria

STATE CORPORATION COMMISSION

By

Commissioner

VIRGINIA:

In the Clerk's Office of the Circuit Court, City of Alexandria

The foregoing certificate (including the accompanying articles) has been duly recorded in my office this 2nd day of July 1976 and is now returned to the State Corporation Commission by certified mail.

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Alvin W. Fink
By Katherine F. Bedford Clerk
D.C.

BY LAWS OF THE TORPEDO FACTORY ARTIST ASSOCIATION

SECTION I

Election of Officers and Directors

- A. Elections shall be held annually at the annual meeting no later than May 31.
- B. A nominating committee of five members shall be appointed by the President, with the approval of the Board of Directors, at least two months before the annual meeting. The committee shall nominate from the membership at least one candidate for President, Vice President for Operations, Vice President for Communication and Outreach, Recording Secretary, Treasurer, and Chairman of each Standing Committee. Names of nominees must be circulated to the membership in writing at least three weeks before the annual meeting. Additional nominations may be made from the floor provided the nominee has given his or her consent. A majority of those voting shall elect new officers providing a quorum is present. If there is more than one candidate for a vacancy the office shall be filled by written ballot. A simple majority of all valid ballots cast is required to elect a candidate. Terms of office shall be two years with one half of the candidates elected in alternate years. Vacancies during a term shall be filled by the President with approval of the Board of Directors.
- C. Members of the Board of Directors representing individual areas, will be elected immediately after the annual meeting by each area group. The Area representatives cannot serve 2 successive terms.

SECTION II

Duties and Responsibilities

- A. The Art Center has been established as a cultural and educational resource of the City of Alexandria for the public, to provide professional working space for visual artists, cooperative membership galleries, a full time fine arts school, and a public information center.
- B. The Association shall be authorized to enter into a lease with the City of Alexandria for the studio space in the Torpedo Factory Art Center, to enter into sub-leases with members and to take all steps necessary to execute and fulfill the terms of the lease and sub-leases. The officers are empowered to execute all necessary documents, collect all funds and pay all expenses to effectuate the lease and sub-leases.
- C. The City of Alexandria is responsible for maintenance of the Torpedo Factory building, particularly the public areas.

D. Work created at the Art Center is original and is not to be competitive with local merchants.

E. The selection of artists will be based on a jurying process using non-member qualified art jurors.

F. The Association is responsible to the City in all matters pertaining to safety, and maintenance.

G. The Board of Directors shall exercise authority for the business of the Association between general meetings.

H. Members shall abide by the rules of the Association and may address suggestions and grievances or questions in writing at any time to the appropriate committee chairman or the President.

I. When disputes are submitted to the Board of Directors for arbitration, the Board may recommend solutions.

J. The President is the principal officer of the Association and shall preside at all general meetings. The President shall fill vacancies on the Board of Directors that occur between annual elections.

K. The Vice President for Operations shall assume the duties of the President in the absence of the President. The Vice President for Operations will work with the Lease, House, and Volunteer chairmen to insure that the association runs smoothly and that lease obligations are met and House rules are adhered to by the membership.

L. The Vice President for Communication and Outreach will increase and disseminate information about the Art Center and will work with the Target, Information, Publicity and Community Relation Committee to reach these goals.

M. The Recording Secretary shall keep accurate records of the meetings and proceedings of the Association.

N. The Treasurer shall be responsible for the safe-keeping of the Association funds, the filing of all appropriate forms, and for maintaining adequate financial records according to sound business practices. All expenditures shall be authorized by the Board of Director except those approved in the annual budget. The Treasurer's books shall be open to members at any reasonable time. The Treasurer is authorized to convene a budget committee (to include the Treasurer, President and Ways and Means Committee Chairman) that will prepare an annual projected budget to be approved by a majority vote of a quorum of the general membership at a January meeting for the coming fiscal year.

SECTION III

Committees

- A. There shall be twelve standing committees; House, Lease, Visitors Information, Ways and Means, Executive, Finance, Volunteer, Community Relations, Studio Assignment, Personnel and Staffing, Publicity Advisory, and Target Gallery. Other committees may be appointed by the Board of Directors. Appointed committee members shall be chosen so as to provide a representative cross-section of the Association members.
- B. The House Committee shall consist of five members including the Chairman who shall appoint the other four members with the approval of the Board of Directors. The House committee shall report infractions of House Rules to the Board and notify the Facility Manager of maintenance problems. It shall see that each member is provided a copy of the current House Rules and will monitor and enforce such rules. The committee will mediate problems between individual artists and artists and the association.
- C. The Visitors Information Committee shall consist of three members including the elected Chairman. The other two members shall be appointed by the chairman with the approval of the Board of Directors. The Visitors Information Committee shall be responsible for operating the Visitors Information Desk.
- D. The Ways and Means Committee will provide assistance on projects of a financial nature and building rentals.
- E. The Lease Committee shall maintain current and complete lease documents for each studio, review lease documents, and insure lease holders are in compliance with the lease.
- F. The Executive committee shall include the President, both Vice Presidents, Secretary, and Treasurer and conduct business preliminary to board meetings and make decisions on financial, lease and house issues which are of an emergency nature.
- G. The Finance Committee will be chaired by the Treasurer and include the Vice President for Operations, and the Ways and Means Chairman. It will work with the staff on budget, review monthly financial activity and present quarterly reports to the board.
- H. The Volunteer Committee shall consist of the chairman and the area representatives. It shall develop a program of volunteer service, based on current needs, and will assign tasks insuring each artist meets their lease obligations of service.
- I. The Community Relations Committee will develop a program to improve perception of the TFAC as a workplace for professional artists through educational outreach and involvements in relations with art alliances, museums, and arts organizations. It will work with the Friends of the Torpedo Factory Art Center to promote the center and to maintain educational commitment in the City of Alexandria.

J. The Personnel and Staffing Committee will consist of the President, Vice President for communications and additional member appointed by the Board and will meet regularly with paid staff and conduct staff reviews quarterly.

K. Studio Assignment Committee will consist of the President, lease chairman, House Chairmen and 2 at large members from the General membership appointed by the board and will assess artist waiting lists when a vacancy occurs and determines fair and logical placement in the studio.

L. The Publicity Advisory Committee shall advise the Publicity Chairman and staff on general publicity expenditures.

M. The Target Gallery shall consist of the chairman, Vice President for Communications and Outreach and committee members from the general membership. It will develop a program of exhibitions for each year including installation of all exhibits. Financial operations of the Gallery will be overseen by the Finance committee.

SECTION IV

Meetings

A. General meetings of the Association shall be held twice a year. Members must be notified of meetings at least one week in advance. One-sixth of the total membership of the Association constitutes a quorum at a general or special meeting. A quorum must be present if votes are to be taken.

B. All items to be considered by the membership must be submitted in writing to the Recording Secretary and posted on the Artists Bulletin Board at least three days prior to the scheduled meeting.

C. The Secretary will present minutes at each meeting.

D. Committees may report at the meeting.

E. At the discretion of the presiding officer, items not on the agenda may be discussed at the end of the meeting.

F. The President shall convene a special meeting for a specific purpose at any other time whenever requested by a petition signed by twenty-five or more members; the Board of Directors; or the City of Alexandria. A petition or request for a Special Meeting shall indicate the reason for the meeting.

G. The Board of Directors shall meet on a regular monthly basis and when it deems it necessary to conduct the Association business, or at the call of the President. All voting representatives to the Board should be juried artist members of the TFAA, or in the case of the Art League, a Gallery Employee. Non-juried representatives may attend meetings as non-voting members of the Board.

SECTION V

Amendments

A. The Constitution or By-Laws may be amended at a general meeting by two-thirds vote of those voting, provided a quorum is present. Proposed amendments may be recommended by the Board of Directors or by petition of twenty-five or more members and must be presented to the membership at two consecutive general meetings, the vote to be taken at the second. A copy of the proposed amendment must be sent to all members at least one week prior to the first presentation to the members.

B. House Rules may be changed or adjusted as necessary by the Board of Directors.

SECTION VI

Dues

A. Annual membership dues shall be determined by a majority vote of a quorum of the Association membership at the January meeting, based on a Treasurer's report and the projected budget (prepared by the Budget Committee) for the coming fiscal year. Dues for Associate and Special members will be determined by the Board of Directors.

SECTION VII

Special Assessments

A. The Directors shall be responsible to determine the fiscal requirements of the Association. When it is determined by the Board that a unique, non-recurring financial requirement exists, the Board shall determine the extent of such financial requirement. If, in the opinion of the Board, such requirement cannot be adequately met from normal revenues, the Board may determine the need for and the amount of a special assessment, by majority vote at a meeting called for that purpose.

B. The Board shall, following approval of a Special Assessment, schedule a meeting of the members to review and approve such Special Assessment. Notice of the Special Assessment and a brief statement of the reason for such Special Assessment shall be sent to the members at least three weeks prior to the meeting date.

C. No Special Assessment shall be valid unless approved by the majority vote of those

voting, at the meeting called for that purpose, provided a quorum is present at such meeting. No Special Assessment shall be required to be paid sooner than thirty days after the meeting required to be held by paragraph B.

SECTION VIII

Associate and Special Membership

Associate membership in the Association is open to all juried artists whether or not they occupy studio space. Dues, as established by the Board of Directors, will be paid yearly in advance. Associate members occupying studio space as sub-lessees or otherwise are subject to all rules, regulations and guidelines governing the Art Center. This is a non-voting status. Special membership may be conferred by the Board upon an Associate member who has occupied studio space for no less than two consecutive months and has applied for such status. This status is the equivalent of full membership, except that, being neither a right nor an obligation, it can be conferred, suspended or revoked by the Board of Directors under guidelines established by the Board. Dues, as determined by the Board, will be paid on a monthly basis. Dues for Special members and Associate members will be paid directly to the Torpedo Factory Artists' Association.

Master Copy: 6/88 revised 12/97

Jury Committee -- Chair: Margaret Alderson; Members: Debra Broad, Ann McDowell, Andra Patterson and Cora Rupp.

Study of Torpedo Factory Studio Jurying procedures by the Ad Hoc Jury Committee

The Jury Committee met several times this past month to review and evaluate the TFAC Jury process, to create a series of forms and procedures that would preserve those rules that work and to develop new ways to resolve some problems.

We identified as the two most important problems to address: 1) the sometimes mediocre results of jurying, and 2) the need to have more juried artists on the waiting list and willing to sublease. As we looked at every aspect of jurying and it's repercussions, a number of side issues were discussed and addressed. We looked at every letter and form connected with jurying, and refined and honed them in the perspective of our goals. Copies of the revised documents are included with this report. We wanted to have every letter speak to our commitment to finding the best artists, and to make it clear that having a studio here carries responsibilities as well as benefits.

The Jury: We discussed how a list of prospective jurors is developed, and we decided that asking the various resident-artist media groups is still a viable technique, but that the groups should be talked to about their choices, not just asked to make a list. The media groups should meet at least once a year for this purpose and discuss the best people to recommend. Additionally, we should ask for help and recommendations from The Art League, because of their long experience with jurors.

We developed a confirmation letter to be sent to the jurors in which we explain the number-voting system and emphasize our commitment to selecting first-rate artists. We are asking them to choose only the best applicants and even to choose none, if there are none of high quality.

From observing many juries, we know that jurors often compromise and negotiate in arriving at consensus. We decided to restrict the opportunities for jurors to influence each others' decisions until the the final stage of jurying by initially using the individual number-voting system. This is explained in the attached Jury Procedure paper. We also want to see if the group dynamic of two, rather than three, jurors works as we hope it will. We will try a two-person jury for the 2-D jury this April.

The Artist Applicants: The application forms were reviewed and amended to emphasize to the artists just what the requirements of having a studio here entail and to introduce a new rule that we hope will be adopted by the Board: that all artists on the waiting list, currently or in the future, be required to sublease at least once a year. We hope this will give pause to any artists submitting just to see if they can pass the jury--those who have no real desire to work here. We need a pool of artists willing to sublease and they should know up front that this is now a requirement. We realize this

will bring up several side issues for the lease committee and Board, such as everyone on the waiting list having to pay dues, insurance, licenses etc.; also, what privileges of membership can we offer to have them become more involved.

We also recommend a new form that a resident artist seeking a sublease will fill out to record the artists contacted and their responses to being invited to sublease. This form must be returned to the office where the information will be entered in each of the waiting artists' files. Once a year these files should be reviewed to see who is complying with the rule.

We emphasize in the letter that subleasing acquaints the new artist with the Center and resident artists, and is the primary way to be considered for sharing studio space. The great majority of studio placements are made in this way.

The application letter brings up one more issue--the jurying fee. We recommend that the old fee of \$25 be raised to \$40. Jurors charge more today than when that fee was set up 14 years ago. And, we feel the higher fee may discourage the artist who is entering on a whim.

The second letter to go to accepted artists is the "Congratulations..." letter. (The TFAA office already sends them a letter with information they need about having a studio, rules, licenses and dues.) This second letter is meant as a cover letter to speak more to the spirit of the place. We think that both parts are important and should be sent right away. We want to give the artists information and welcome them so they can feel a part of us and not worry about the unknowns. Sometimes in the past the juried-in artists didn't get a lot of information.

TFAA Involvement in the Process: Looking to the future when the buy-back occurs, we will be doing all this ourselves and must be careful to avoid any taint of nepotism, favoritism or prejudice. To this end, our Administrator should take the list of recommended jurors and, consulting with the Jury Committee, choose likely candidates. The Administrator will then invite the jury panels, make arrangements for the time and place of the jurying, do the receiving and setting up the jury room, getting help as needed. The members of the Jury Committee will serve as scribes (see Jury Procedure) and will talk as little as possible to the jurors. The scribes will write down the jurors' comments and will move work around when asked, without comment. When the artists return to pick up their work and receive their cards with the jurors' statements, the scribes will take turns being there to clarify anything the artists don't understand. But the administrator will handle the paperwork of the return and give the artists the jury comment cards, asking for the scribe's assistance only if a problem arises. This should insure that the resident artists keep an arms' length away from the jurying so that we will, we hope, have no complaints.

Jury Procedure

We recommend a numbered jury system to encourage each juror to come to an independent decision about the work being presented. There will be enough time after the first cut for jurors to confer among themselves in making the final selection. Our effort here is to delay the influence a stronger juror may exert over a weaker one and to forestall until the end a compromise towards the mean.

In the numbering system, each juror may award a 5, 4, 2, or 1 to each applicant's body of work, with 5 being the highest. The juror may not award a 3. For two jurors, the highest score possible is 10, which would mean automatic acceptance. We recommend at least a 7 to make the first cut. The applicant will have to receive two 5's, two 4's, one 5 and one 4 or one 5 and a 2 to get 7 or above. For the final round of jurying, the applicant must receive 9 points to be accepted.

If there are three jurors, 15 is the highest score possible, which again would mean automatic acceptance. We recommend a minimum of 11 to make the first cut. The applicant will need three 5's, three 4's, two 5's and a 4, two 4's and a 5, two 5's and a 1 or one 5, one 4 and 2 to get 11 or above. For the final round of jurying, the applicant must receive 14 points for acceptance.

On entering work for the jury each applicant, for the purpose of anonymity, receives a number that is attached to the work, the slide sheet and to a 5x7 card. The card has scoring boxes for each juror who will see the work. There is no resume or statement.

Each juror has a scribe, a member of the TFAA jury committee, who walks along with the juror and whose job it is to set out the work, pick up the 5x7 card and to write in the box the number awarded by the juror--a 5, 4, 2, or 1--and a couple of brief comments made by the juror about the work. The scribe then puts the card face down for the next scribe to pick up to write the score and comments given by the next juror, and so on.

When actual jurying begins, each juror walks around the room alone for 15-20 minutes to get an idea of all the work. Then the juror, now with scribe in tow, begins to award a number and offer some comments on each applicant's work, which is noted by the scribe on the card. When all the work has been seen and numbers and comments noted, the jurors leave for lunch. The scribes then add and record the total scores and remove to one area all work not having made the first cut. Two-dimensional work is turned to the wall and 3-dimensional work is put under the table.

When the jurors return from lunch they see only the work that survived the first cut. They now face the task of voting for the final selection. Here we expect them to confer and re-review the work and slides and to negotiate. The final score must total 9 or 14.

On pick-up day, we believe the director alone should tell the artist the jury's decision and go over the comments on the card. The scribes who heard the juror's comments would be available, but would only comment if asked for clarification by the director.

TORPEDO FACTORY JURORS

Reginald Pointer, sculptor and Professor of Ceramics at Howard University

Helen Looft , fiber artist and founder of Fiberworks Gallery, Alexandria, VA

Binnie Fry, independent curator, Washington, DC.

Timothy App , Professor of Painting at Maryland Institute College of Art

Tim Davis, artist and owner of International Visions-The Gallery, Washington, DC

Joann Moser, Senior Curator, Smithsonian American Art Museum.

STUDIO SPACE APPLICATION FORM



Ⓢ INSTRUCTIONS

Artists who wish to be considered for the jury must bring their application with six (6) examples of original finished artwork that has been created in the last two years, and up to twenty (20) images of your work, only 1/3 of which can reflect work older than two years. The remainder of the images must show work you plan to exhibit at the Art Center. Images can be submitted in two ways, by slide sheet or CD-rom.

Slides: Label slides with "top" (written in the upper right hand corner) and title, size, medium, and year of completion on the front of the slide. Print your name on the BACK of each slide. Fill out a TFAA ID tag (below) and affix to the back or underneath each of your entries. One 2-D piece should be framed, the rest should be matted, if appropriate.

CD-rom: For those wishing to submit digital images, please follow these guidelines. Each image is to be 72 DPI and sized to 250 pixels at its greatest dimension. Included with your CD should be hard-copy listing the date, size and medium. This listing should be in the same order as the works appear on the CD (alphabetically). To preserve the integrity and anonymity of the jurying process, your name should be included on the hard-copy only. It will be folded and slipped inside the CD cover. The CD itself (not the CD case or envelope) should be labeled "TF JURY 2004"

If you have any questions call Claire Huschle, Community Liaison at (703) 838-4565 x 6.

Ⓢ JURORS

3D

Timothy App, Professor of Painting at Maryland Institute College of Art
Tim Davis, artist and owner of International Visions-The Gallery,
 Washington, DC
Joann Moser, Senior Curator, Smithsonian American Art Museum.

2D

Helen Looft, fiber artist and founder of Fiberworks Gallery, Alexandria, VA
Reginald Pointer, sculptor and Professor of Ceramics at Howard University
Binnie Fry, independent curator, Washington, DC.

Ⓢ FEE

A non refundable \$50.00 cash or check made payable to the Torpedo Factory Artists Association (TFAA) is due at receiving on March 1.

⊗ CALENDAR

Receiving: Monday, March 1, 9 am to 6 pm

There will be several reserved parking spaces at the Torpedo Factory entrance for unloading.

Artist Notification & Pickup: Thursday, March 4, 9 am to 6 pm

Installation of New Artists Exhibition: Friday, March 5, Target Gallery. Successful applicants will be asked to leave selected pieces of their work at the Art Center for an exhibition of newly juried artists' work, March 5 through March 14.

New Artist Orientation: Sunday, March 14, 3 to 4 pm. Torpedo Factory Business Manager Cindy Comitz will provide introductory packets and explain subleasing and leasing procedures.

New Artists Reception: Sunday, March 14, 4 to 6 pm. Accepted artists must pick up their exhibited artwork at the reception.

⊗ GENERAL INFORMATION

Name: _____

Address: _____

City: _____

State: _____

Zip: _____

Email: _____

Phone(w): _____

(home): _____

Medium: _____

⊗ TITLES OF WORK

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

⊗ **QUESTIONS**

In compliance with the standards adopted by the Torpedo Factory Artists' Association, member artists must create and produce their own work. Because it is important to maintain the tradition of working studios, work displayed must be created in the studio to the greatest extent possible. What part of your artistic expression requires outside services or manufactured components produced elsewhere?

If a juror asks how your work is executed, how would you explain it? Please be brief.

⊗ **WAIVER STATEMENT**

I understand that the Torpedo Factory Artists' Association will make every effort to protect and store my artwork during the time of the jury review. If anything happens to the work, I will not hold the Torpedo Factory Artists Association, the staff, or the City of Alexandria responsible. In addition, I understand that not adhering to the guidelines outlined above may disqualify my application. Application to the jurying constitutes acceptance to these conditions.

Signature

Date

Name (printed)

(For use on pick-up): Artwork Picked Up Date:

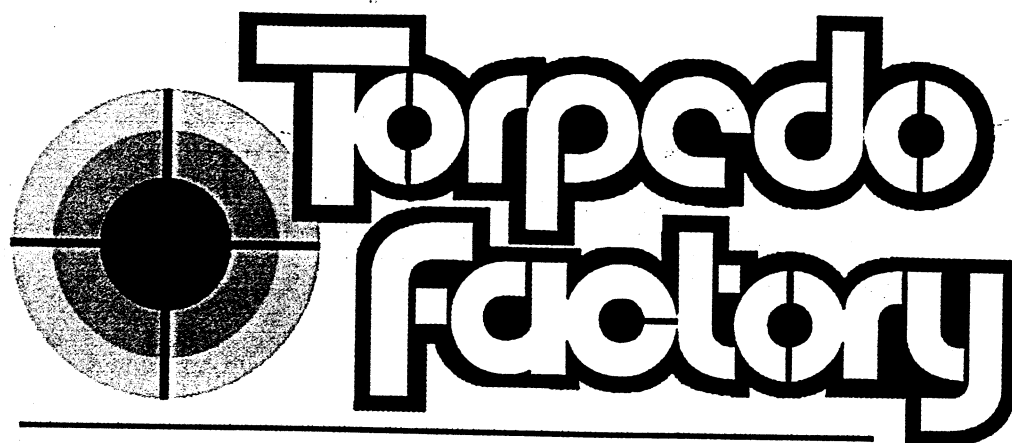
(For use on pick-up): Signature

⊗ **CHECKLIST**

Work: ☐ Slides/CD-rom: ☐ Fee: ☐ ID Tags: ☐ Application form: ☐

ARTWORK ID TAGS (fill out and attach one to the back of each work submitted)

<p>Name: _____</p> <p>Title: _____</p> <p>Medium: _____</p>	<p>1</p>	<p>Name: _____</p> <p>Title: _____</p> <p>Medium: _____</p>	<p>2</p>
<p>Name: _____</p> <p>Title: _____</p> <p>Medium: _____</p>	<p>3</p>	<p>Name: _____</p> <p>Title: _____</p> <p>Medium: _____</p>	<p>4</p>
<p>Name: _____</p> <p>Title: _____</p> <p>Medium: _____</p>	<p>5</p>	<p>Name: _____</p> <p>Title: _____</p> <p>Medium: _____</p>	<p>6</p>



ART CENTER

JURY FOR STUDIO SPACE 2004

⊕ **TORPEDO FACTORY ART CENTER**
105 N. Union Street, Alexandria, VA 22314

Consider jurying to become eligible for a studio at the Torpedo Factory Art Center in Alexandria, VA. We have over 160 artists in individual and group studios creating and showing their work. In our 30th year and with over 700,000 visitors last year, the Torpedo Factory Art Center continues to be one of the best venues for the working artist.

We are looking for innovative artists in the fields of painting, sculpture, jewelry, ceramics, printmaking, collage, glass, photography, and fiber art. The Torpedo Factory Art Center is committed to actively pursuing a diverse membership.

⊕ **JURY DATES:** March 1-4, 2004. All application materials and artwork must be received on Monday, March 1 between 9 am and 6 pm.

⊕ **REQUIRED MATERIALS:** Bring 6 recent works and 20 slides or digital images along with your application form. A non-refundable entry fee of \$50 is required.

⊕ Application form and answers to frequently asked questions are available on our website at: www.torpedofactory.org or send a SASE to the address above, attention: Jury 2004.

Jury for Studio Space: March 1 - 4, 2004

How does it work?

The Torpedo Factory holds an annual jurying each March for artists interested in studio space in the Art Center. All artists working in fine arts and fine crafts are eligible



How do I apply?

Applicants bring six pieces of their artwork plus slide sheet or cd, completed application and \$50 fee to the Torpedo Factory on Monday, March 1 2004. The work will be juried Tuesday and Wednesday. Pick-up and results will be on Thursday. There will be separate 3-person panels judging the 2-D work and the 3-D work.

Who are the jurors?

The jurors are highly qualified professional artists, curators, teachers, museum directors and the like, who are independent of the Torpedo Factory. Their decision is final. They will look for work that meets the highest standards of professionalism and promise.

When do I find out the results?

On Thursday the applicants will come to collect their work and hear whether they were accepted. At that time they are given written comments from the jurors. Successful applicants will be asked to leave 2-3 works for a brief Target Gallery show of Newly Juried Artists. We strongly encourage artists who are not selected to apply again.

How do I get a studio?

Accepted artists join a waiting list of associates. When a resident artist is looking for someone to sublet--whether for a few days or up to a year's leave of absence--a juried-in artist on the list can be called. When resident artists need to add another person to their studio, they interview artists on the waiting list. Vacant studios are fairly rare, but recent new artists have been very successful at being here in one capacity or another. Becoming a Torpedo Factory artist entails certain obligations that include keeping required hours and working in your medium in the studio. Subletting provides an opportunity to get to know other artists in the building and to learn first hand the privileges and responsibilities of being a member of the TFAA.

[Click here](#) for an application in either format: pdf | html

However, if you have additional questions, please contact Claire Huschle, Community Liaison, at (703) 838-4565 x 6 : chuschle@torpedofactory.org

[HOME]

TO: Art Departments/ Arts Organizations
FROM: Marsha Staiger/ Jury 2003
Date: December 18, 2002
RE: Call for Artists

I am sending this letter and postcards for you to have available, concerning a jury opportunity that may be of interest to your students, faculty or members. Please post this information in any internal opportunities binders, bulletin boards and/or newsletters. Please do not hesitate to contact me should you have any questions, or if this notice has been mailed to the wrong department.

Thanks in advance for your help.

Marsha Staiger
Jury 2003 Committee Chair
703 836-8746

Art Opportunities

The Maryland-National Capital Park and Planning Commission, Arts and Cultural
Heritage Division, 6611 Kenilworth Avenue, Suite 200, Riverdale, MD 20737 Attn J.D.
Garn. 301 454 1450

Submission 10th of the month prior to event

Name, telephone, e-mail

Please include in Art Opportunities during the months:
November, December 2002, January, February 2003:

Call for artists: Annual jury for studio space at the Torpedo Factory Art Center.
Alexandria, VA. Requirements: 6 recent works of art and up to 20 slides. Artist accepted
must produce work on location at the Torpedo Factory Art Center. Separate juries for 2-D
and 3-D work. Applications, works, and slides should be brought to the Torpedo Factory
Art Center's Target Gallery between 9:00am-6:00pm March 3, 2003 Jury fee \$40. Pick
up prospectus at the Torpedo Factory Information desk or visit www.torpedofactory.org.
Or send SASE to Torpedo Factory Jury 2003 attn. Marsha Staiger 105 North Union
Street, Alexandria, VA 22314.

Thanks
Marsha Staiger
Jury Committee Chair
703 836 8746
cstaiger@comcast.net

Please include in the Tidings during the following months:
November, December, January, February:

Call for artists: Annual jury for studio space at the Torpedo Factory Art Center. Alexandria, VA. Requirements: 6 recent works of art and up to 20 slides. Artist accepted must be able to produce work on location in Torpedo Factory Art Center. Separate juries for 2-D and 3-D work. Applications, works, and slides should be brought to the Torpedo Factory Art Center's Target Gallery between 9:00am-6:00pm March 3, 2003. Jury fee \$40. Pick up prospectus at the Torpedo Factory Information desk or visit www.torpedofactory.org. Or send SASE to Torpedo Factory Jury 2003 attn. Marsha Staiger 105 North Union Street, Alexandria, VA 22314.

Thanks
Marsha Staiger
Jury Committee Chair
703 836 8746
cstaiger@comcast.net

Cindy Comitz

From: Target Gallery [targetgallery@torpedofactory.org]
Sent: Wednesday, January 21, 2004 7:42 PM
To: findartinfobank@aol.com
Cc: Marsha Staiger
Subject: four week listing

Dear Malik,

Please run the following in Find Art for 4 weeks starting January 26 (if its not too late), otherwise start Feb. 2.

You can send me an email with the cost and send a hard copy invoice in the mail and we'll get a check right out to you. Let me know if you need to make some word cuts or, better, if there is enough extra space to list the jurors (which I would LOVE to do).

Thanks,
Claire

TORPEDO FACTORY ART CENTER ANNUAL JURY FOR STUDIO SPACE

Consider jurying to become eligible for a studio at the Torpedo Factory Art Center in Alexandria, VA. We have over 160 artists in individual and group studios creating and showing their work. We are looking for innovative artists that paint, sculpt, create jewelry, ceramics, prints, collage, glass, photography, and fiber art. The Torpedo Factory Art Center is committed to actively pursuing a diverse membership.

DATES: MARCH 1-4

Drop-off date: **Monday, March 1, 9 AM to 6 PM**, pick-up date: **Thursday, March 4, 9 AM to 6 PM**

Application materials include a \$50 entry fee, 6 recent works, and up to 20 slides or JPEG images (two-thirds of which must be of work created in the last two years).

For list of jurors, application form, and further information, send SASE to: Jury 2004, Torpedo Factory Art Center, 105 N. Union Street, Alexandria, VA 22314 or visit www.torpedofactory.org or call 703-838-4565 x 4.